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 2 United States Attorney
 3 MACK E. JENKINS
 4 Assistant United States Attorney
 5 Chief, Criminal Division
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FILED
 CLERK, U.S. DISTRICT COURT
JUL 30 2024
 CENTRAL DISTRICT OF CALIFORNIA
 BY: rsm DEPUTY

10 Attorneys for Plaintiff
 11 UNITED STATES OF AMERICA

12 UNITED STATES DISTRICT COURT

13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 UNITED STATES OF AMERICA,

No. CR **2:24-CR-00463-SB**

15 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT
DAVID OZER

16 v.

17 DAVID OZER,

18 Defendant.

19 1. This constitutes the plea agreement between DAVID OZER
 20 ("defendant") and the United States Attorney's Office for the Central
 21 District of California (the "USAO") in the investigation of
 22 defendant's embezzlement of funds from a television production
 23 company account. This agreement is limited to the USAO and cannot
 24 bind any other federal, state, local, or foreign prosecuting,
 25 enforcement, administrative, or regulatory authority.

26 DEFENDANT'S OBLIGATIONS

27 2. Defendant agrees to:

a. Give up the right to indictment by a grand jury and, at the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to count one of the information in the form attached to this agreement as Exhibit A or a substantially similar form, which charges defendant with wire fraud, in violation of 18 U.S.C. § 1343.

b. Not contest facts agreed to in this agreement.

c. Abide by all agreements regarding sentencing contained in this agreement.

10 d. Appear for all court appearances, surrender as ordered
11 for service of sentence, obey all conditions of any bond, and obey
12 any other ongoing court order in this matter.

13 e. Not commit any crime; however, offenses that would be
14 excluded for sentencing purposes under United States Sentencing
15 Guidelines ("USSG" or "Sentencing Guidelines") § 4A1.2(c) are not
16 within the scope of this agreement.

17 f. Be truthful at all times with the United States
18 Probation and Pretrial Services Office and the Court.

19 g. Pay the applicable special assessment at or before the
20 time of sentencing unless defendant has demonstrated a lack of
21 ability to pay such assessments.

THE USAO'S OBLIGATIONS

3. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

25 b. Abide by all agreements regarding sentencing contained
26 in this agreement.

27 c. At the time of sentencing, move to dismiss the
28 remaining count of the information as against defendant. Defendant

agrees, however, that at the time of sentencing the Court may consider any dismissed charges in determining the applicable Sentencing Guidelines range, the propriety and extent of any departure from that range, and the sentence to be imposed.

d. At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offense up to and including the time of sentencing, recommend a two-level reduction in the applicable Sentencing Guidelines offense level, pursuant to USSG § 3E1.1, and recommend and, if necessary, move for an additional one-level reduction if available under that section.

NATURE OF THE OFFENSE

4. Defendant understands that for defendant to be guilty of the crime charged in count one, that is, wire fraud, in violation of 18 U.S.C. § 1343, the following must be true: (1) defendant knowingly participated in, devised, or intended to devise a scheme or plan to defraud, or a scheme or plan for obtaining money or property by means of false or fraudulent pretenses, representations, or promises, or omitted facts; (2) the statements made or facts omitted as part of the scheme were material; that is, they had a natural tendency to influence, or were capable of influencing, a person to part with money or property; (3) defendant acted with the intent to defraud; that is, the intent to deceive and cheat; and (4) defendant used, or caused to be used, an interstate wire communication to carry out an essential part of the scheme.

a. For a defendant to be guilty of wire fraud based on omissions of material facts, he must have had a duty to disclose the omitted fact arising out of a relationship of trust. That duty can arise either out of a formal fiduciary relationship, or an informal,

1 trusting relationship in which one party acts for the benefit of
2 another and induces the trusting party to relax the care and
3 vigilance which it would ordinarily exercise.

4 PENALTIES

5 5. Defendant understands that the statutory maximum sentence
6 that the Court can impose for wire fraud, in violation of 18 U.S.C.
7 § 1343, is: twenty years' imprisonment; a three-year period of
8 supervised release; a fine of \$250,000 or twice the gross gain or
9 gross loss resulting from the offense, whichever is greatest; and a
10 mandatory special assessment of \$100.

11 6. Defendant understands that defendant will be required to
12 pay full restitution to the victim(s) of the offense to which
13 defendant is pleading guilty. Defendant agrees that, in return for
14 the USAO's compliance with its obligations under this agreement, the
15 Court may order restitution to persons other than the victim(s) of
16 the offense to which defendant is pleading guilty and in amounts
17 greater than those alleged in the count to which defendant is
18 pleading guilty. In particular, defendant agrees that the Court may
19 order restitution to any victim of any of the following for any
20 losses suffered by that victim as a result: (a) any relevant conduct,
21 as defined in USSG § 1B1.3, in connection with the offenses to which
22 defendant is pleading guilty; and (b) any counts dismissed or charges
23 not prosecuted pursuant to this agreement as well as all relevant
24 conduct, as defined in USSG § 1B1.3, in connection with those
25 charges. The parties currently believe that the applicable amount of
26 restitution is at least \$214,486 but recognize and agree that this
27 amount could change based on facts that come to the attention of the
28 parties prior to sentencing.

1 7. Defendant understands that supervised release is a period
2 of time following imprisonment during which defendant will be subject
3 to various restrictions and requirements. Defendant understands that
4 if defendant violates one or more of the conditions of any supervised
5 release imposed, defendant may be returned to prison for all or part
6 of the term of supervised release authorized by statute for the
7 offense that resulted in the term of supervised release, which could
8 result in defendant serving a total term of imprisonment greater than
9 the statutory maximum stated above.

10 8. Defendant understands that, by pleading guilty, defendant
11 may be giving up valuable government benefits and valuable civic
12 rights, such as the right to vote, the right to possess a firearm,
13 the right to hold office, and the right to serve on a jury.
14 Defendant understands that he is pleading guilty to a felony and that
15 it is a federal crime for a convicted felon to possess a firearm or
16 ammunition. Defendant understands that the conviction in this case
17 may also subject defendant to various other collateral consequences,
18 including but not limited to revocation of probation, parole, or
19 supervised release in another case and suspension or revocation of a
20 professional license. Defendant understands that unanticipated
21 collateral consequences will not serve as grounds to withdraw
22 defendant's guilty pleas.

23 9. Defendant and his counsel have discussed the fact that, and
24 defendant understands that, if defendant is not a United States
25 citizen, the conviction in this case makes it practically inevitable
26 and a virtual certainty that defendant will be removed or deported
27 from the United States. Defendant may also be denied United States
28 citizenship and admission to the United States in the future.

1 Defendant understands that while there may be arguments that
2 defendant can raise in immigration proceedings to avoid or delay
3 removal, removal is presumptively mandatory and a virtual certainty
4 in this case. Defendant further understands that removal and
5 immigration consequences are the subject of a separate proceeding and
6 that no one, including his attorney or the Court, can predict to an
7 absolute certainty the effect of his conviction on his immigration
8 status. Defendant nevertheless affirms that he wants to plead guilty
9 regardless of any immigration consequences that his plea may entail,
10 even if the consequence is automatic removal from the United States.

11 FACTUAL BASIS

12 10. Defendant admits that defendant is, in fact, guilty of the
13 offense to which defendant is agreeing to plead guilty. Defendant
14 and the USAO agree to the statement of facts provided below and agree
15 that this statement of facts is sufficient to support a plea of
16 guilty to the charge described in this agreement and to establish the
17 Sentencing Guidelines factors set forth in paragraph 12 below but is
18 not meant to be a complete recitation of all facts relevant to the
19 underlying criminal conduct or all facts known to either party that
20 relate to that conduct.

21 Strong Studios, Inc., was a Delaware corporation and film
22 production company based in Charlotte, North Carolina. Strong
23 Studios owned Safehaven 2022, Inc., a Delaware corporation, which was
24 a special production vehicle for Safehaven, a supernatural thriller
25 television series. Defendant was a film producer and the president
26 of Strong Studios and owed fiduciary duties to both Strong Studios
27 and Safehaven 2022. Safehaven 2022 held an account with Bank of
28 Hope, which is based in Los Angeles, California (the "Bank of Hope

1 Account"). Defendant was the sole authorized signer on the Bank of
2 Hope Account.

3 Ravenwood-Productions, LLC ("Ravenwood") was a financial backer
4 of Safehaven 2022 and held 75 percent of the intellectual property
5 associated with the Safehaven project.

6 Strong Studios was represented by an attorney based in
7 Mooresville, North Carolina (the "Mooresville Attorney"). Ravenwood
8 and its principal were represented by an attorney based in Woodland
9 Hills, California (the "Woodland Hills Attorney").

10 Beginning no later than on or about February 23, 2023, and
11 continuing through at least on or about January 3, 2024, in Los
12 Angeles County, within the Central District of California, and
13 elsewhere, defendant, knowingly and with the intent to defraud,
14 devised, participated in, and executed a scheme to defraud Ravenwood
15 as to material matters, and to obtain money and property by means of
16 material false and fraudulent pretenses, representations, promises,
17 and the concealment of material facts.

18 Without authorization and without disclosing to Ravenwood or its
19 principal his intention to do so, defendant withdrew approximately
20 \$136,685 from the Bank of Hope Account for his personal use. To
21 create the false appearance that the funds he embezzled were spent on
22 legitimate production costs, defendant created fraudulent accounting
23 records, including falsified invoices and forged a letter purportedly
24 signed by his accountant, whose initials are A.C. A.C. did not write
25 the letter, the contents of the letter were false, and defendant used
26 A.C.'s name without A.C.'s authorization. Under false pretenses,
27 defendant also caused the withdrawal of approximately \$77,801 in
28 additional funds from other bank accounts for Safehaven 2022. Thus,

1 defendant embezzled approximately \$214,486 from Safehaven 2022.

2 On or about January 3, 2024, for the purpose of executing the
 3 scheme to defraud described above, defendant caused the Mooresville
 4 Attorney to transmit the falsified accounting records to the Woodland
 5 Hills Attorney by means of email communication in interstate
 6 commerce.

7 SENTENCING FACTORS

8 11. Defendant understands that in determining defendant's
 9 sentence the Court is required to calculate the applicable Sentencing
 10 Guidelines range and to consider that range, possible departures
 11 under the Sentencing Guidelines, and the other sentencing factors set
 12 forth in 18 U.S.C. § 3553(a). Defendant understands that the
 13 Sentencing Guidelines are advisory only, that defendant cannot have
 14 any expectation of receiving a sentence within the calculated
 15 Sentencing Guidelines range, and that after considering the
 16 Sentencing Guidelines and the other § 3553(a) factors, the Court will
 17 be free to exercise its discretion to impose any sentence it finds
 18 appropriate up to the maximum set by statute for the crimes of
 19 conviction.

20 12. Defendant and the USAO agree to the following applicable
 21 Sentencing Guidelines factors:

22 Base Offense Level:	7	USSG § 2B1.1(a) (1)
23 Loss Amount of More than \$150,000	+10	USSG § 2B1.1(b) (1) (F)
24 Abuse of Position of Trust	+2	USSG § 3B1.3

25
 26 Defendant and the USAO reserve the right to argue that additional
 27 specific offense characteristics, adjustments, and departures under
 28 the Sentencing Guidelines are appropriate, with two exceptions:

a. The government agrees not to seek an adjustment for use of sophisticated means under USSG § 2B1.1(b) (10).

b. The parties agree that a downward departure of at least two offense levels is appropriate pursuant to USSG § 5K2.12 (coercion and duress).

13. Defendant understands that there is no agreement as to defendant's criminal history or criminal history category.

14. Defendant and the USAO reserve the right to argue for a sentence outside the sentencing range established by the Sentencing Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2), (a)(3), (a)(6), and (a)(7).

WAIVER OF CONSTITUTIONAL RIGHTS

15. Defendant understands that by pleading guilty, defendant gives up the following rights:

a. The right to persist in a plea of not guilty.

b. The right to a speedy and public trial by jury.

17 c. The right to be represented by counsel -- and if
18 necessary have the Court appoint counsel -- at trial. Defendant
19 understands, however, that, defendant retains the right to be
20 represented by counsel -- and if necessary have the Court appoint
21 counsel -- at every other stage of the proceeding.

1 f. The right to testify and to present evidence in
2 opposition to the charges, including the right to compel the
3 attendance of witnesses to testify.

4 g. The right not to be compelled to testify, and, if
5 defendant chose not to testify or present evidence, to have that
6 choice not be used against defendant.

7 h. Any and all rights to pursue any affirmative defenses,
8 Fourth Amendment or Fifth Amendment claims, and other pretrial
9 motions that have been filed or could be filed.

10 WAIVER OF APPEAL OF CONVICTION

11 16. Defendant understands that, with the exception of an appeal
12 based on a claim that defendant's guilty plea was involuntary, by
13 pleading guilty, defendant is waiving and giving up any right to
14 appeal defendant's conviction on the offense to which defendant is
15 pleading guilty. Defendant understands that this waiver includes,
16 but is not limited to, arguments that the statute to which defendant
17 is pleading guilty is unconstitutional, and any and all claims that
18 the statement of facts provided herein is insufficient to support
19 defendant's plea of guilty.

20 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

21 17. Defendant agrees that, provided the Court imposes a total
22 term of imprisonment of no more than 27 months, defendant gives up
23 the right to appeal all of the following: (a) the procedures and
24 calculations used to determine and impose any portion of the
25 sentence; (b) the term of imprisonment imposed by the Court; (c) the
26 fine imposed by the Court, provided it is within the statutory
27 maximum; (d) to the extent permitted by law, the constitutionality or
28 legality of defendant's sentence, provided it is within the statutory

maximum; (e) the term of probation or supervised release imposed by the Court, provided it is within the statutory maximum; and (f) any of the following conditions of probation or supervised release imposed by the Court: the conditions set forth in Second Amended General Order 20-04 of this Court; the drug testing conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d).

18. The USAO agrees that, provided (a) all portions of the sentence are at or below the statutory maximum specified above and (b) the Court imposes a term of imprisonment of no less than 10 months, the USAO gives up its right to appeal any portion of the sentence, with the exception that the USAO reserves the right to appeal the amount of restitution ordered if that amount is less than \$215,000.

RESULT OF WITHDRAWAL OF GUILTY PLEA

19. Defendant agrees that if, after entering a guilty plea pursuant to this agreement, defendant seeks to withdraw and succeeds in withdrawing defendant's guilty plea on any basis other than a claim and finding that entry into this plea agreement was involuntary, then (a) the USAO will be relieved of all of its obligations under this agreement; and (b) should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then (i) any applicable statute of limitations will be tolled between the date of defendant's signing of this agreement and the filing commencing any such action; and (ii) defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any speedy trial claim with respect to any such action, except to the extent

1 that such defenses existed as of the date of defendant's signing this
2 agreement.

3 RESULT OF VACATUR, REVERSAL, OR SET-ASIDE

4 20. Defendant agrees that if the count of conviction is
5 vacated, reversed, or set aside, both the USAO and defendant will be
6 released from all their obligations under this agreement.

7 EFFECTIVE DATE OF AGREEMENT

8 21. This agreement is effective upon signature and execution of
9 all required certifications by defendant, defendant's counsel, and an
10 Assistant United States Attorney.

11 BREACH OF AGREEMENT

12 22. Defendant agrees that if defendant, at any time after the
13 effective date of this agreement, knowingly violates or fails to
14 perform any of defendant's obligations under this agreement ("a
15 breach"), the USAO may declare this agreement breached. All of
16 defendant's obligations are material, a single breach of this
17 agreement is sufficient for the USAO to declare a breach, and
18 defendant shall not be deemed to have cured a breach without the
19 express agreement of the USAO in writing. If the USAO declares this
20 agreement breached, and the Court finds such a breach to have
21 occurred, then: (a) if defendant has previously entered a guilty plea
22 pursuant to this agreement, defendant will not be able to withdraw
23 the guilty plea, and (b) the USAO will be relieved of all its
24 obligations under this agreement.

25 23. Following the Court's finding of a knowing breach of this
26 agreement by defendant, should the USAO choose to pursue any charge
27 that was either dismissed or not filed as a result of this agreement,
28 then:

1 a. Defendant agrees that any applicable statute of
2 limitations is tolled between the date of defendant's signing of this
3 agreement and the filing commencing any such action.

4 b. Defendant waives and gives up all defenses based on
5 the statute of limitations, any claim of pre-indictment delay, or any
6 speedy trial claim with respect to any such action, except to the
7 extent that such defenses existed as of the date of defendant's
8 signing this agreement.

9 c. Defendant agrees that: (i) any statements made by
10 defendant, under oath, at the guilty plea hearing (if such a hearing
11 occurred prior to the breach); (ii) the agreed to factual basis
12 statement in this agreement; and (iii) any evidence derived from such
13 statements, shall be admissible against defendant in any such action
14 against defendant, and defendant waives and gives up any claim under
15 the United States Constitution, any statute, Rule 410 of the Federal
16 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
17 Procedure, or any other federal rule, that the statements or any
18 evidence derived from the statements should be suppressed or are
19 inadmissible.

20 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

21 OFFICE NOT PARTIES

22 24. Defendant understands that the Court and the United States
23 Probation and Pretrial Services Office are not parties to this
24 agreement and need not accept any of the USAO's sentencing
25 recommendations or the parties' agreements to facts or sentencing
26 factors.

27 25. Defendant understands that both defendant and the USAO are
28 free to: (a) supplement the facts by supplying relevant information

1 to the United States Probation and Pretrial Services Office and the
2 Court, (b) correct any and all factual misstatements relating to the
3 Court's Sentencing Guidelines calculations and determination of
4 sentence, and (c) argue on appeal and collateral review that the
5 Court's Sentencing Guidelines calculations and the sentence it
6 chooses to impose are not error, although each party agrees to
7 maintain its view that the calculations in paragraph 12 are
8 consistent with the facts of this case. While this paragraph permits
9 both the USAO and defendant to submit full and complete factual
10 information to the United States Probation and Pretrial Services
11 Office and the Court, even if that factual information may be viewed
12 as inconsistent with the facts agreed to in this agreement, this
13 paragraph does not affect defendant's and the USAO's obligations not
14 to contest the facts agreed to in this agreement.

15 26. Defendant understands that even if the Court ignores any
16 sentencing recommendation, finds facts or reaches conclusions
17 different from those agreed to, and/or imposes any sentence up to the
18 maximum established by statute, defendant cannot, for that reason,
19 withdraw defendant's guilty plea, and defendant will remain bound to
20 fulfill all defendant's obligations under this agreement. Defendant
21 understands that no one -- not the prosecutor, defendant's attorney,
22 or the Court -- can make a binding prediction or promise regarding
23 the sentence defendant will receive, except that it will be within
24 the statutory maximum.

25 NO ADDITIONAL AGREEMENTS

26 27. Defendant understands that, except as set forth herein,
27 there are no promises, understandings, or agreements between the USAO
28 and defendant or defendant's attorney, and that no additional

1 promise, understanding, or agreement may be entered into unless in a
2 writing signed by all parties or on the record in court.

3 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

4 28. The parties agree that this agreement will be considered
5 part of the record of defendant's guilty plea hearing as if the
6 entire agreement had been read into the record of the proceeding.

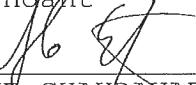
7 AGREED AND ACCEPTED

8 UNITED STATES ATTORNEY'S OFFICE
9 FOR THE CENTRAL DISTRICT OF
CALIFORNIA

10 E. MARTIN ESTRADA
United States Attorney

11 
12 ALEXANDER B. SCHWAB / MATT COE-ODESS
13 Assistant United States Attorney

14 
15 DAVID OZER
Defendant

16 
17 ALOKE CHAKRAVARTY
18 Attorney for Defendant
DAVID OZER

19 

20 Date

21 7/23/2024

22 Date

23 7/23/2024

24 Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

David Ozer

7/23/2024

DAVID OZER
Defendant

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am DAVID OZER's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement.

To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is informed and voluntary; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.

ALOKE CHAKRAVARTY
Attorney for Defendant
DAVID OZER

7/23/2024

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4 **EXHIBIT A**
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10 UNITED STATES DISTRICT COURT
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA
12

13 UNITED STATES OF AMERICA,

14 CR No.

15 Plaintiff,

I N F O R M A T I O N

16 v.

17 [18 U.S.C. § 1343: Wire Fraud; 18
18 U.S.C. § 1028A(a)(1): Aggravated
19 Identity Theft; 18 U.S.C.
20 § 981(a)(1)(C), 28 U.S.C.
21 § 2461(c): Criminal Forfeiture]

22 DAVID OZER,

23 Defendant.

24
25 The United States Attorney charges:

26 COUNT ONE

27 [18 U.S.C. § 1343]

28 A. INTRODUCTORY ALLEGATIONS

1. At times relevant to this Information:

2. Strong Studios, Inc., was a Delaware corporation and
3. film production company based in Charlotte, North Carolina.

4. Strong Studios owned Safehaven 2022, Inc., a Delaware
5. corporation, which was a special production vehicle for Safehaven, a
6. supernatural thriller television series.

7. c. Defendant DAVID OZER, a resident of Roslyn Heights,
8. New York, was a film producer and the president of Strong Studios and
9. owed fiduciary duties to both Strong Studios and Safehaven 2022.

d. Safehaven 2022 held an account with Bank of Hope, which is based in Los Angeles, California (the "Bank of Hope Account"). Defendant OZER was the sole authorized signer on the Bank of Hope Account.

e. Ravenwood-Productions, LLC ("Ravenwood") was a financial backer of Safehaven 2022 and held 75 percent of the intellectual property associated with the Safehaven project.

f. Strong Studios was represented by an attorney based in Mooresville, North Carolina (the "Mooresville Attorney").

g. Ravenwood and its principal were represented by an attorney based in Woodland Hills, California (the "Woodland Hills Attorney").

B. SCHEME TO DEFRAUD

2. Beginning no later than on or about February 23, 2023, and continuing through at least on or about January 3, 2024, in Los Angeles County, within the Central District of California, and elsewhere, defendant OZER, knowingly and with the intent to defraud, devised, participated in, and executed a scheme to Ravenwood as to material matters, and to obtain money and property by means of material false and fraudulent pretenses, representations, promises, and the concealment of material facts.

3. The scheme to defraud operated, in substance, as follows:

a. Without authorization and without disclosing to Ravenwood or its principal his intention to do so, defendant OZER withdrew funds from the Bank of Hope Account for his personal use.

b. In other instances, defendant OZER used false pretenses to cause the withdrawal of funds from other Safehaven 2022 bank accounts for his personal use.

1 c. To create the false appearance that the funds he
2 embezzled were spent on legitimate production costs, defendant OZER
3 created fraudulent accounting records, including falsified invoices
4 and forged correspondence from his accountant.

5 d. Defendant OZER caused the Mooresville Attorney to
6 transmit the falsified accounting records to the Woodland Hills
7 Attorney by means of email communication in interstate commerce.

8 C. INTERSTATE WIRE COMMUNICATION

9 4. On or about January 3, 2024, in Los Angeles County, within
10 the Central District of California, and elsewhere, for the purpose of
11 executing the scheme to defraud described above, defendant OZER
12 caused the transmission of a wire communication in interstate
13 commerce, namely, an email from the Mooresville Attorney to the
14 Woodland Hills Attorney.

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1 COUNT TWO

2 [18 U.S.C. § 1028A(a)(1)]

3 5. The United States Attorney realleges paragraphs 1, 3, and 4
4 here.

5 6. On or about January 3, 2024, OZER knowingly possessed,
6 transferred, and used, without lawful authority, means of
7 identification that defendant OZER knew belonged to another person,
8 that is, the name of victim A.C., during and in relation to the
9 offense of Wire Fraud, a felony violation of Title 18, United States
10 Code, Section 1343, as charged in Count One of this Information.

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1 FORFEITURE ALLEGATION

2 [18 U.S.C. § 981(a)(1)(C); 28 U.S.C. § 2461(c)]

3 7. Pursuant to Rule 32.2 of the Federal Rules of Criminal
4 Procedure, notice is hereby given that the United States of America
5 will seek forfeiture as part of any sentence, pursuant to Title 18,
6 United States Code, Section 981(a)(1)(C) and Title 28, United States
7 Code, Section 2461(c), in the event of defendant DAVID OZER's
8 conviction of the offense set forth in Count One of this Information.

9 8. Defendant OZER, if so convicted, shall forfeit to the
10 United States of America the following:

11 a. All right, title, and interest in any and all
12 property, real or personal, constituting, or derived from, any
13 proceeds traceable to the offense; and

14 b. To the extent such property is not available for
15 forfeiture, a sum of money equal to the total value of the property
16 described in subparagraph (a).

17 9. Pursuant to Title 18, United States Code, Section
18 981(a)(1)(C), as incorporated by Title 28, United States Code,
19 Section 2461(c), defendant OZER, if so convicted, shall forfeit
20 substitute property, up to the total value of the property described
21 in the preceding paragraph if, as the result of any act or omission
22 of the defendant, the property described in the preceding paragraph,
23 or any portion thereof: (a) cannot be located upon the exercise of
24 due diligence; (b) has been transferred, sold to or deposited with a
25 third party; (c) has been placed beyond the jurisdiction of the
26 Court; (d) has been substantially diminished in value; or (e) has

27 //

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1 been commingled with other property that cannot be divided without
2 difficulty.

3
4 E. MARTIN ESTRADA
5 United States Attorney
6

7 MACK E. JENKINS
8 Assistant United States Attorney
9 Chief, Criminal Division

10 BRETT A. SAGEL
11 Assistant United States Attorney
12 Chief, Corporate and Securities
13 Fraud Strike Force

14 ALEXANDER B. SCHWAB
15 Assistant United States Attorney
16 Deputy Chief, Corporate and
17 Securities Fraud Strike Force

18 MATT COE-ODESS
19 Assistant United States Attorney
20 General Crimes Section

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

CR No.

Plaintiff,

I N F O R M A T I O N

v.

[18 U.S.C. § 1343: Wire Fraud; 18 U.S.C. § 1028A(a)(1): Aggravated Identity Theft; 18 U.S.C. § 981(a)(1)(C), 28 U.S.C. § 2461(c): Criminal Forfeiture]

DAVID OZER,

Defendant.

The United States Attorney charges:

COUNT ONE

[18 U.S.C. § 1343]

A. INTRODUCTORY ALLEGATIONS

1. At times relevant to this Information:

a. Strong Studios, Inc., was a Delaware corporation and film production company based in Charlotte, North Carolina.

b. Strong Studios owned Safehaven 2022, Inc., a Delaware corporation, which was a special production vehicle for Safehaven, a supernatural thriller television series.

c. Defendant DAVID OZER, a resident of Roslyn Heights, New York, was a film producer and the president of Strong Studios and owed fiduciary duties to both Strong Studios and Safehaven 2022.

1 d. Safehaven 2022 held an account with Bank of Hope,
2 which is based in Los Angeles, California (the "Bank of Hope
3 Account"). Defendant OZER was the sole authorized signer on the Bank
4 of Hope Account.

5 e. Ravenwood-Productions, LLC ("Ravenwood") was a
6 financial backer of Safehaven 2022 and held 75 percent of the
7 intellectual property associated with the Safehaven project.

8 f. Strong Studios was represented by an attorney based in
9 Mooresville, North Carolina (the "Mooresville Attorney").

10 g. Ravenwood and its principal were represented by an
11 attorney based in Woodland Hills, California (the "Woodland Hills
12 Attorney").

13 B. SCHEME TO DEFRAUD

14 2. Beginning no later than on or about February 23, 2023, and
15 continuing through at least on or about January 3, 2024, in Los
16 Angeles County, within the Central District of California, and
17 elsewhere, defendant OZER, knowingly and with the intent to defraud,
18 devised, participated in, and executed a scheme to defraud Ravenwood
19 as to material matters, and to obtain money and property by means of
20 material false and fraudulent pretenses, representations, promises,
21 and the concealment of material facts.

22 3. The scheme to defraud operated, in substance, as follows:

23 a. Without authorization and without disclosing to
24 Ravenwood or its principal his intention to do so, defendant OZER
25 withdrew funds from the Bank of Hope Account for his personal use.

26 b. In other instances, defendant OZER used false
27 pretenses to cause the withdrawal of funds from other Safehaven 2022
28 bank accounts for his personal use.

1 c. To create the false appearance that the funds he
2 embezzled were spent on legitimate production costs, defendant OZER
3 created fraudulent accounting records, including falsified invoices
4 and forged correspondence from his accountant.

5 d. Defendant OZER caused the Mooresville Attorney to
6 transmit the falsified accounting records to the Woodland Hills
7 Attorney by means of email communication in interstate commerce.

8 C. INTERSTATE WIRE COMMUNICATION

9 4. On or about January 3, 2024, in Los Angeles County, within
10 the Central District of California, and elsewhere, for the purpose of
11 executing the scheme to defraud described above, defendant OZER
12 caused the transmission of a wire communication in interstate
13 commerce, namely, an email from the Mooresville Attorney to the
14 Woodland Hills Attorney.

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1 COUNT TWO

2 [18 U.S.C. § 1028A(a)(1)]

3 5. The United States Attorney realleges paragraphs 1, 3, and 4
4 here.

5 6. On or about January 3, 2024, in Los Angeles County, within
6 the Central District of California, and elsewhere, defendant OZER
7 knowingly possessed, transferred, and used, without lawful authority,
8 means of identification that defendant OZER knew belonged to another
9 person, that is, the name of victim A.C., during and in relation to
10 the offense of Wire Fraud, a felony violation of Title 18, United
11 States Code, Section 1343, as charged in Count One of this
12 Information.

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1 FORFEITURE ALLEGATION

2 [18 U.S.C. § 981(a)(1)(C); 28 U.S.C. § 2461(c)]

3 7. Pursuant to Rule 32.2 of the Federal Rules of Criminal
4 Procedure, notice is hereby given that the United States of America
5 will seek forfeiture as part of any sentence, pursuant to Title 18,
6 United States Code, Section 981(a)(1)(C) and Title 28, United States
7 Code, Section 2461(c), in the event of defendant DAVID OZER's
8 conviction of the offense set forth in Count One of this Information.

9 8. Defendant OZER, if so convicted, shall forfeit to the
10 United States of America the following:

11 a. All right, title, and interest in any and all
12 property, real or personal, constituting, or derived from, any
13 proceeds traceable to the offense; and

14 b. To the extent such property is not available for
15 forfeiture, a sum of money equal to the total value of the property
16 described in subparagraph (a).

17 9. Pursuant to Title 18, United States Code, Section
18 981(a)(1)(C), as incorporated by Title 28, United States Code,
19 Section 2461(c), defendant OZER, if so convicted, shall forfeit
20 substitute property, up to the total value of the property described
21 in the preceding paragraph if, as the result of any act or omission
22 of the defendant, the property described in the preceding paragraph,
23 or any portion thereof: (a) cannot be located upon the exercise of
24 due diligence; (b) has been transferred, sold to or deposited with a
25 third party; (c) has been placed beyond the jurisdiction of the
26 Court; (d) has been substantially diminished in value; or (e) has

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1 been commingled with other property that cannot be divided without
2 difficulty.

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4 E. MARTIN ESTRADA
5 United States Attorney

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7 MACK E. JENKINS
8 Assistant United States Attorney
9 Chief, Criminal Division

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11 BRETT A. SAGEL
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